

CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865 CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

March 15, 2022

RE: Request for Proposals for City Hall Window Replacement

The City of Lincoln, Logan County, Illinois, (hereinafter referred to as "the City") a municipal corporation, is seeking proposals from qualified contractors for window replacement at our City Hall building located at 700 Broadway St., Lincoln, Illinois.

This Request for Proposal (RFP) document describes the City's objectives and criteria for this project, as well as the anticipated review and selection process. The firm (hereinafter referred to as "Contractor") desiring to furnish a quotation for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

RFP SCHEDULE

Release Date: 4/5/22

Window to Schedule Site Visits: 4/11/22-5/6/22

Deadline for Written Questions: 5/6/22 Deadline for RFI Response: 5/20/22 Notice to Submit, Intent to Bid: 5/27/22

Proposal Due Date and Time: 6/14/22 @ 4:00 p.m.

Proposal Evaluations: 6/14/22-6/29/22

Estimated Award Date: 7/5/22

Anticipated Project Completion Date: 9/1/23

PROPOSAL SUBMISSION REQUIREMENTS

To be considered, please submit one copy of your proposal and qualifications to the office of the City Clerk, 700 Broadway, Lincoln, IL 62656 no later than 4:00 p.m., 6/14/22. Proposals will be opened at that time. Sealed envelopes should be clearly labeled "Lincoln City Hall Window Proposal". Faxed or emailed proposals will not be accepted. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the City at the location stated in this paragraph. Proposals received prior to the deadline will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope. Submissions being solicited in fair and open process.

Regarding Inquiries/Answers to Inquiries, written questions received prior to the deadline as indicated above will be answered and made available on the City website. Verbal or telephone inquiries directed to the City will not be answered. The Final Date for Inquiries shall be 5/6/22 at or before 4:00 p.m. Questions may be submitted via email to wwoodhall#lincolnil.gov.

SECTION 1: GENERAL CONDITIONS

A. CERTIFICATE OF INSURANCE

A copy of applicable insurance certificate(s) must accompany bids. Minimum coverage is \$1,000,000 per occurrence, \$2,000,000 aggregate on general liability.

B. WORKER'S COMPENSATION AND PREVAILING WAGE

Contractor Worker's Compensation coverage must be in compliance with State Law. The Illinois Prevailing Wage Act, 820 ILCS 130/ ("the Act") requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less that the "prevailing rate of wages (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates refer to the Illinois Department of Labor's website at:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Act to the extent applicable, including but not limited to, all wage, notice and record keeping duties.

C. WITHDRAWAL OF PROPOSALS

A written request for the withdrawal of a proposal may be granted if the request is received by the City Clerk prior to the specified time of opening.

D. COMPETENCY OF CONTRACTORS

The opening and reading of proposals shall not be construed as acceptance by the City. The City reserves the right to determine the competence, as well as the financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications therein.

E. CRITERIA USED FOR BASIS OF AWARD

Submissions will be evaluated on the basis of experience in providing desired services and the following other factors:

- 1. Knowledge of the subject matter.
- 2. Past performance reputation in the field
- 3. Professional expertise, including accreditation, licensing and/or membership in appropriate professional associations
- 4. Availability and anticipated ability of the firm to accommodate and successfully provide the requested contracted services on a timely basis
- 5. Availability of personnel and other resources to do the work on the schedule set forth by the City
- 6. Designated professional and support staff and location of office(s)

- 7. General References
- 8. Insurance provided
- 9. Fee and compensation proposal. Fees will not necessarily be the sole or determinate factor in determining the most responsible bid.
- 10. Other factors as demonstrated to be in the best interest of City.

The City shall utilize the criteria set forth above in evaluating proposals, you are urged to provide sufficient information on the above criteria to be evaluated in your submission. A screening of all proposals will be conducted to determine overall responsiveness. Proposals determined to be incomplete or non-responsive will be disqualified. The City reserves the right to interview the respondents, possibly during a public meeting. The City is not bound by the lowest cost proposal, but may accept the proposal that is considered the best value for the City. The City also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation. The City also reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received and to reject any or all proposals received for whatever reason it deems appropriate.

F. PROPOSAL PERIOD

Proposal prices are to be firm for forty-five (45) days.

SECTION 2: SCOPE OF SERVICES

A. CONTRACT

The duration of the contract will be for the length of time necessary for the completion of the work detailed in this RFP. The City may terminate the contract in whole or in part, with or without cause, with a thirty-day written notification. Upon termination, the contractor will be paid for all services, labor, and material that has been satisfactorily completed up to the effective date of the cancellation.

B. COMPLIANCE WITH LAWS

The firm selected shall comply with all applicable federal, state and local statutes, rules and regulations.

C. INDEMNIFICATION

The selected firm shall defend, indemnify and hold harmless the City of Lincoln, its officers, agents and employees from all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with any acts or omissions of the Respondent or any of its principals, employees or agents under this request for proposal or under any agreement executed with the City.

D. CONTRACTOR, NOT AN EMPLOYEE

Successful Contractor, and his or her employees or agents, are not employees or agents of the City and are not entitled to worker's compensation or any benefit of employment with the City. The City shall have no responsibility for security or protection of Successful Contractor's supplies or equipment.

E. CONFLICT OF INTEREST

Firms must identify any conflict of interest that may arise from providing services to the City. The City reserves the right to: 1) disqualify any firm or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; 2) require the firm to take any action or supply information necessary to remove the conflict; or 3) terminate any contract arising from this solicitation if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to the City's satisfaction.

F. EXAMINATION OF DOCUMENTS AND LOCATIONS

Contractors shall completely familiarize themselves with the documents and job location referenced in this RFP. Contractors shall make all investigations required to thoroughly familiarize themselves with the work scope, worksites, and/or services to be furnished in accordance with the proposal. No plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City's compensation to the contractor. Unknown conditions affecting the scope of work that are not able to be identified prior to submission will be addressed on an agreeable Time and Material basis.

G. ASSIGNMENT/SUBCONTRACTOR

The Successful Contractor may not assign or subcontract any of the award contract without the prior written consent of the City.

H. SECURITY/BONDING

- 1. Contractor is responsible for the security of the work areas during the performance of these services and shall ensure that all project access points remain secured during his/her work hours and upon departure from the facility.
- 2. The Successful Contractor shall submit to the City, upon request, names and addresses of all individuals who will be performing the work. The City may conduct background checks and make the determination that personnel be replaced.
- 3. The Successful Contractor shall provide evidence that all its employees are covered by a blanket fidelity bond, a copy of which must be given to the City.
- 4. The Successful Contractor shall provide a surety bond amounting to 10% of the total bid to be held by the City Clerk. Release of the bond will be within 30 days of satisfactory completion.

I. CONFIDENTIALITY

Confidentiality is required from the Successful Contractor and its employees at all times. The Successful Contractor, or their employees, shall never review files, paperwork or other work-related information, which may be secured or unsecured in any facility.

J. CRITICAL OPERATING HOURS

The Successful Contractor shall plan the work while keeping disturbances to the employees/residents of the City to a minimum. The City is responsible for providing the routine schedule of each facility hours to the Successful Contractor in advance to allow for scheduling of projected activities.

K. TAXES

The City is tax exempt. All taxes should be excluded from this proposal.

L. SAFETY

Successful Contractor will ensure that industry-accepted safe practices are followed in the performance of the work. All required safety equipment, fencing, barricading and any other items to insure the safety of workers and the general public shall be provided and maintained by the contractor. All aspects relating to safety, in the execution of the scope of work, are the sole responsibility of the Contractor.

M. CHANGES

Changes in the areas serviced and/or specifications may be necessary during the term of the contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the City and the Successful Contractor. The City reserves the right to add or delete services at any time upon reasonable notice to Successful Contractor. If services are requested, the contractor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of the contract agreement.

N. PAYMENT

Payment will be made to Successful Contractor within 30 days upon receiving the invoice and after approval by the Lincoln City Council. The invoice shall state the date the service was performed and the amount billed. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

O. ADDITIONS/DELETIONS

The City may, by written change notice, add or delete the service requirements. Such changes shall be negotiated on the basis of a prorated price consistent with the Successful Contractor's response to this RFP.

P. INSURANCE

Successful Contractor shall, at its cost and expense, obtain and maintain at all times during the duration of the contract Commercial General Liability insurance, including Contractual Liability Insurance with a combined bodily injury and property damage limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than two million dollars (\$2,000,000) in the aggregate, insuring against all liability of Successful Contractor and its representatives arising out of and in connection with Successful Contractor's use or occupancy of the Premises.

Professional liability for damage alleged to be as a result of errors, omissions or negligent acts of Successful Contractor coverage in an amount not less than \$1,000,000 per claim. Workers' compensation and employer's liability coverage shall comply with the laws of the State of Illinois.

All certificates of insurance shall be submitted prior to the commencement of scope as defined in the RFP.

Q. Historical Significance

Successful Contractor must confirm all specified materials receive a Certificate of Appropriateness from the City of Lincoln Historical Preservation Commission. All related approvals for historical significance with regards to State and Federal Historical accreditations must be secured.

SECTION 3: SCOPE OF WORK

A. SCOPE OF WORK, LINCOLN CITY HALL WINDOW REPLACEMENT:

Provide all necessary materials, labor and equipment to complete the removal and replacement of the existing windows and frames.

B. Scope to Include but not limited to:

- 1. Removal of all existing aluminum framed windows and appurtenances, to include the cleaning and prepping of all existing conditions to accept new windows.
- 2. Provide Aluminum Wood Clad Single Hung Windows at required locations.
- 3. Provide alternate pricing for Aluminum Single Hung Windows with thermal break.
- 4. See attachment for window locations."X'd" out windows are not to be included.
- 5. Multiple/Alternative products will be accepted for review. All cost variations shall be explained and bid separately per item, to provide a specific cost for each option.
- 6. Bid shall include the removal, furnishing and replacement of all panning, flashing and sealants required for a water tight seal and proper drainage and as manufacturer requires.
- 7. Windows in four (4) locations to be glazed with frosted privacy glass. See Attachment.
- 8. Trim interior of windows flush with existing finish material. Leave existing finish materials in place or remove and replace with aesthetic finish as needed.
- 9. Windows shall carry a Limited Lifetime (or equal) warranty for no less than ten (10) years on all glass and non-glass components and interior/exterior finishes.
- 10. Provide windows with Energy Star rating meeting requirements for climate zone: ES-Northern, IECC climate zone-5. Provide with double pane insulating Low-E glass.
- 11. All field measurements are the sole responsibility of the contractor.
- 12. Delivery, handling and onsite storage shall be provided by the contractor.
- 13. All labor, material and equipment related to the completion of this project shall be secured, provided and maintained by the contractor.
- 14. All safety equipment, materials and procedures are the sole responsibility of the contractor and approved subcontractors.
- 15. Streets, alleys and sidewalks must be secured and protected so as not to pose danger to any member of the general public.
- 16. All loose materials shall be removed from the general public access at all times during non-working hours. Trash and waste materials should be contained to secured areas at all times. Material removal equipment, containers and dumpsters are to be provided and maintained by the contractor.
- 17. Equipment, containers, dumpsters etc. placed on city streets shall be positioned and moved in a manner so as not to damage any city property. Site inspections will be done prior to and at the end of the project and all damage related to the contractors' work will be replaced or repaired at the contractors' expense.
- 18. It shall be the contractors' responsibility to schedule with individuals in interior active work spaces for available installation times/dates and to allow maintaining of an active work environment. This component shall be coordinated with City Hall Staff.

SECTION 4: BID FORM

RE: CITY OF LINCOLN, CITY HALL WINDOW REPLACEMENT

Company Name:	
Company Address:	
Company Phone#:	
Company Contact:	
Contact Phone #:	
Contact Email:	
Base Bid: For the removal and replacement of the City of Lincoln City Hall windows as in the attached bid documents Aluminum Clad Wood: \$	described
Alternate Bid: For the removal and replacement of the City of Lincoln City Hall window	s as
described in the attached bid documents Full Aluminum with Thermal Break: \$	
*Attach Specific Bid Material Information	
By signing below, I confirm that I have read and agree to all requirements of the bid pack received. The monetary bid I have provided will be held accountable and true for the dura forty-five (45) days from the opening of bids.	
Name	
Title	
Signature	
Date	







